

1  
2 BILL NO. S-90-04-26

3 SPECIAL ORDINANCE NO. S-101-90

4 AN ORDINANCE approving  
5 Contract 90-W-01 - ROOF  
6 REPAIRS FOR FILTRATION PLANT  
7 between HINSHAW ROOFING &  
8 SHEET METAL CO., and the City  
9 of Fort Wayne, Indiana, in  
10 connection with the Board of  
11 Public Works and Safety.

12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
13 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That the Contract 90-W-01 - ROOF  
15 REPAIRS FOR FILTRATION PLANT by and between HINSHAW ROOFING  
16 & SHEET METAL CO., and the City of Fort Wayne, Indiana, in  
17 connection with the Board of Public Works and Safety, is  
18 hereby ratified, and affirmed and approved in all respects,  
19 respectfully for:

20 roof repairs for Filtration  
21 Plant;

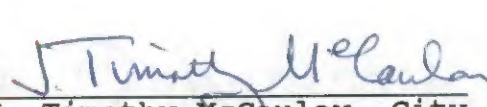
22 involving a total cost of Three Hundred Forty-Five Thousand  
23 Four Hundred Twenty and no/100 Dollars (\$345,420.00).

24 SECTION 2. Prior Approval has been requested from  
25 Common Council on April 10, 1990. Two copies of said  
26 Contract are on file with the Office of the City Clerk and  
27 made available for public inspection, according to law.

28 SECTION 3. That this Ordinance shall be in full  
29 force and effect from and after its passage and any and all  
30 necessary approval by the Mayor.

31   
Councilmember

32 APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## AGREEMENT

made as of the Nineteen Hundred and Ninety <sup>18<sup>th</sup></sup> day of April in the year of

**BETWEEN** the Owner:

(Name and address)

THE CITY OF FORT WAYNE  
ONE MAIN STREET  
FORT WAYNE, INDIANA 46802

and the Contractor:

(Name and address)

HINSHAW ROOFING & SHEET METAL CO., INC.  
STATE ROAD 39 SOUTH  
P.O. BOX 636  
FRANKFORT, INDIANA 46041

The Project is:

(Name and location)

REROOFING & RELATED WORKS AT  
THE THREE RIVERS FILTRATION PLANT  
GRISWOLD DRIVE  
FORT WAYNE, INDIANA 46805

The Architect is:

(Name and address)

GIBSON, TOURNEY, KIM, INCORPORATED  
519 TENNESSEE AVENUE, SUITE 300  
FORT WAYNE, INDIANA 46805

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.



**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All trade works required to complete the renovation of the existing roofing including all related works as specified in the contract documents.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement will be ten (10) days after the date of this Agreement.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

The construction shall be substantially complete within twenty-five (25) weeks of the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of  
Three Hundred Forty-Five Thousand Four Hundred Twenty Dollars and 00/100 ~~Dollars~~  
(\$ 345,420.00), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

BASE BID.....	\$345,420.00
NO ALTERNATE BID IS ACCEPTED.	
TOTAL CONTRACT AMOUNT.....	\$345,420.00

**4.3** Unit prices, if any, are as follows:

Not Applicable.



**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The Contractor shall submit an Application for Payment indicating the percentage of completion of each portion of the Work, no more often than every thirty (30) days for work performed and accepted. The Application for Payment shall be in triplicate and shall be properly executed on AIA Document G702, G703, and the City Utilities Claim Form, itemized in the same order as the Schedule of Values. Upon receipt of the Application, the Architect will process the Application and release it to the Owner for payment within two (2) weeks of receipt, unless the percentage of Work is not complete in the Architect's opinion. Upon receipt of the Application from the Architect, the Owner will process the payment within thirty (30) days of receipt, retaining five percent (5%) of the Application as retainage.

**5.3** Provided an Application for Payment is received by the Architect not later than the (not applicable) day of a month, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

**5.6.3** Subtract the aggregate of previous payments made by the Owner: ~~XXX~~

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to (not applicable) percent ( %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended prior to substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Not Applicable.



**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See the Specifications, Supplementary Conditions Article 9.10.2.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Not Applicable.

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

Not Applicable.

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January, 1990, and are as follows:

Document	Title	Pages
Specifications	Wage Rate	2
Specifications	General Provisions City Standard	6
Specifications	General Conditions AIA Document A201	24
Specifications	Supplementary Conditions	10

- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Division 1	General Requirements	4
Division 7	Thermal & Moisture Protection	17



**9.1.5** The Drawings are as follows, and are dated **January, 1990**

unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

<b>Number</b>	<b>Title</b>	<b>Date</b>
No. 1	Roof Plans	January, 1990
No. 2	Roof Plans	January, 1990
No. 3	Roof Plans & Details	January, 1990
No. 4	Roof Details	January, 1990

**9.1.6** The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
R-1	January 25, 1990	One

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.



9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

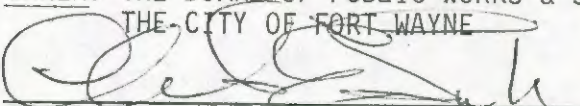
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 - CONTRACTOR'S WAIVER OF RIGHT OF MECHANIC'S LIENS

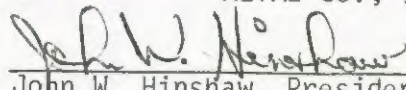
Contractor for itself and for all other persons or corporations, who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. Contractor for itself and for all subcontractors, journeymen, materialmen, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing material or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or any circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof, and in the event the Contractor shall fail to obtain the release of any liens filed, Contractor shall indemnify, save and hold harmless the Owners, from any expenses incurred in obtaining the release of any such lien, including attorney fees.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

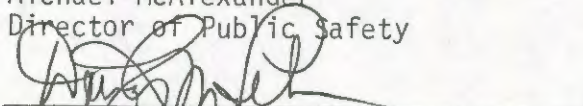
OWNER: THE BOARD OF PUBLIC WORKS & SAFETY  
THE CITY OF FORT WAYNE

  
Charles E. Layton  
Director of Public Works

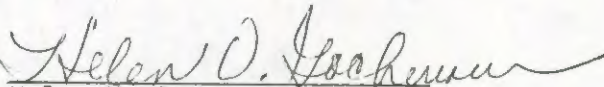
CONTRACTOR: HINSHAW ROOFING & SHEET  
METAL CO., INC.

  
John W. Hinshaw, President

Michael McAlexander  
Director of Public Safety

  
Douglas M. Lehman  
Director of Administration & Finance

ATTEST:

  
Helen V. Gochenour, Clerk



# CNA INSURANCE COMPANIES

## PERFORMANCE BOND (Maintenance Provision)

KNOW ALL MEN BY THESE PRESENTS: That we  
HINSHAW ROOFING AND SHEET METAL COMPANY, INC. , Principal,  
and AMERICAN CASUALTY CO. OF READING, PA , Surety, are held and firmly bound  
unto CITY OF FORT WAYNE, INDIANA , Obligee,  
in the sum of Three Hundred Forty-Five Thousand  
Four Hundred Twenty and no/100 Dollars (\$ 345,420.00 )  
for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated  
entered into a contract with Obligee for  
Reroofing Portions of the Three Rivers Filtration Plant  
in accordance with drawings and specifications prepared by  
Gibson, Tourney, Kim, Inc. , which contract is by reference  
made a part hereof, and is hereinafter referred to as the contract.

Now, therefore, if principal shall faithfully perform said contract and guarantee that the work will  
be free of defective materials and workmanship for a period of Twelve ( 12 ) months following  
completion of the contract, then this obligation shall be null and void. Any additional warranty or  
guarantee whether expressed or implied is extended by the principal or manufacturer only, and the  
surety assumes no liability for such a guarantee.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract,  
the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein,  
or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may  
arrange for the performance of Principal's obligation under the contract subject to the  
provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the rea-  
sonable cost of completing performance of the contract. If completed by Obligee, and  
that reasonable cost exceeds the balance of the contract price, Surety shall pay the  
Obligee such excess, but in no event shall the aggregate liability of the Surety exceed  
the amount of this bond. If Surety arranges completion or remedies the default, that  
portion of the balance of the contract price as may be required to complete the contract  
or remedy the default and to reimburse Surety for its outlays shall be paid to Surety at  
the times and in the manner as said sums would have been payable to Principal had there  
been no default under the contract. The term "balance of the contract price," as used in  
this paragraph, shall mean the total amount payable by Obligee to Principal under the  
contract and any amendments thereto, less the amounts heretofore properly paid by  
Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on  
which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation  
other than Obligee or the heirs, executors, administrators or successors of Obligee.

Signed, sealed and dated  
4-4-90

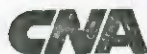
HINSHAW ROOFING & SHEET METAL CO., INC.

By: William H. Hinshaw Secretary (Seal)  
Principal

AMERICAN CASUALTY CO. OF READING, PA

by John J. Thun  
Attorney-in-Fact

Form G-54610-A



For All the Commitments You Make®





## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Charles D. Henriott, Gary D. Henriott,  
Debra R. Miner, Individually

of Lafayette, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 29th day of August, 19 89.

State of Illinois )  
County of Cook ) ss

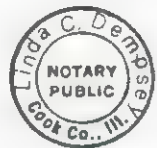


AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell  
J. E. Purtell

Vice President.

On this 29th day of August, 19 89, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey  
Linda C. Dempsey

Notary Public.

CERTIFICATE My Commission Expires November 12, 1990.

I, George R. Hobaugh, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 4th day of April, 19 90.



George R. Hobaugh  
George R. Hobaugh

Assistant Secretary

# CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

HINSHAW ROOFING AND SHEET METAL COMPANY, INC.

and AMERICAN CASUALTY CO. OF READING, PA , Principal,  
unto Surety, are held and firmly bound

CITY OF FORT WAYNE, INDIANA , Obligee,

in the sum of

Three Hundred Forty-Five Thousand  
Four Hundred Twenty and -----no/100 Dollars (\$ 345,420.00 ),  
for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated  
for

Reroofing Portions of the Three Rivers Filtration Plant

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly made payment  
to all persons supplying labor and material in the prosecution of the work provided for in said  
contract, and any and all duly authorized modifications of said contract that may hereafter be made,  
notice of which modifications to Surety being waived, then this obligation to be void; otherwise to  
remain in full force and effect.

SIGNED, SEALED AND DATED

4-4-90

HINSHAW ROOFING & SHEET METAL CO., INC.

BY: [Signature] (Seal)  
Principal

AMERICAN CASUALTY CO. OF READING, PA

by [Signature]  
Attorney-in-Fact

Form G-23214-A





## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Charles D. Henriott, Gary D. Henriott,  
Debra R. Miner, Individually

of Lafayette, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 29th day of August, 19 89.

State of Illinois )  
County of Cook ) ss



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell  
J. E. Purtell

Vice President.

On this 29th day of August, 19 89, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey  
Linda C. Dempsey

Notary Public.

CERTIFICATE My Commission Expires November 12, 1990.

I, George R. Hobaugh, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 4th day of April, 19 90.



George R. Hobaugh  
George R. Hobaugh

Assistant Secretary

# CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Agency	C	Letter A	Cincinnati Insurance
Henriott Financial Services	O		
106 North 9th Street	M	Letter B	Hartford Accident & Indemnity
P. O. Box 4547	P		
Lafayette IN 47903	A	Letter C	
Name and Mailing Address of Insured	N		
Hinshaw Roofing & Sheet Metal	I	Letter D	
Company, Inc.	E		
P. O. Box 636	S	Letter E	
Frankfort IN 46041			

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Co.	Type of Insurance	Policy #	Policy Effective	Policy Expiration		Limits (000's) Occur Aggregate
<b>GENERAL LIABILITY</b>						
A	(X) Comprehensive	592763	05/01/89	05/01/90	B.I.	\$500 \$500
	(X) Premises & Ops.					
	(X) Exp/Coll/Under				P.D.	\$250 \$250
	(X) Product/Comp Op				CSL	
	(X) Contractual					
	(X) Broad Form PD					
	(X) Ind Contractors					
	(X) Personal Inj.				Personal Inj	\$500
<b>AUTOMOBILE LIABILITY</b>						
A	(X) Any Auto	592763	05/01/89	05/01/90	B.I./Person	
	( ) Owned Priv Pass				B.I./Accident	
	( ) Owned OT Priv P				P.D.	
	( ) Hired				CSL	\$500
	( ) Non-Owned					
	( ) Garage Liab					
<b>EXCESS LIABILITY</b>						
A	(X) Umbrella Form	CCC2531069	05/01/89	05/01/90	B.I. & P.D. Combined	
	( ) O.T. Umbrella					\$6,000 \$6,000
<b>WORKERS COMPENSATION</b>						
B	W.C.	36WZAF4208	05/01/89	05/01/90	STATUTORY	
	Employers Liab.				Each Accident	\$100
					Disease/Pol	\$500
					Disease/Emp	\$100
<b>OTHER</b>						

Description of Operations/Locations/Vehicles  
Reroofing Portions of the Three Rivers Filtration Plant

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the certificate holder named below but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Name and Address of Certificate Holder

City of Fort Wayne  
Board of Public Works  
1 Main St., City-County Bldg.  
Fort Wayne, IN 46802

Date Issued: 04/04/90

Authorized Representative



Read the first time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 4-24-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>				<u>✓</u>
<u>TALARICO</u>				<u>✓</u>

DATED: 5-22-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-101-90 on the 22nd day of May, 1990,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 1990, at the hour of 11:00 o'clock PM, E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 1990, at the hour of 4:30 o'clock PM, E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract 90-W-01 - Roof Repairs for Filtration Plant

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract 90-W-01 - Roof Repairs for Filtration Plant.

Hinshaw Roofing & Sheet Metal Co., Inc., is the contractor

**PRIOR APPROVAL RECEIVED ON 4/10/90**

*S-90-04-26*

EFFECT OF PASSAGE Improved roof conditions at Filtration Plant

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$345,420.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-90-04-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GiaQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
90-W-01 - ROOF REPAIRS FOR FILTRATION PLANT between HINSHAW ROOFING  
& SHEET METAL CO., and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works and Safety

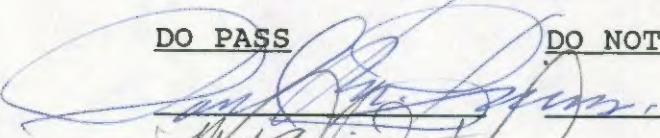
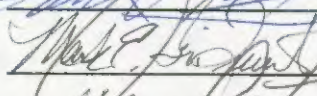
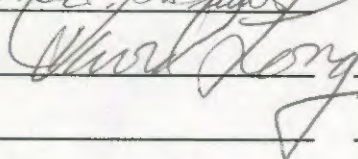
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 5-22-90

Sandra E. Kennedy  
City Clerk